

How to Use the Landscaping Services, Tree Trimming, Catch Basin Cleaning, Snow Removal and Related Services Contract

Contract #: FAC77 Contract Duration: 10/26/12 to 10/01/14

MMARS #: FAC77* Options to renew: Through 10/01/2017

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This contract contains: **Small Business Purchasing Program (SBPP), Supplier Diversity Office SDO Contractors and Environmentally Preferable Products (EPP)**

Last change date: 11/20/2013

Contract Summary

This contract covers a wide range of services:

| Cat # | Category Name |
|-------|---|
| 1 | Grounds-Keeping and Landscaping |
| 2 | Snow Removal and Application of Deicers and Sand |
| 3 | Catch Basin Cleaning |
| 4 | Tree Trimming and Removal |
| 5 | Invasive Plant Control |
| 6 | Turf and Landscape Integrated Pest Management |
| 7 | Irrigation System Service and Repair (under \$10,000 per job) |

This contract is not intended to replace contracts: FAC54, Recycled Plastic Lumber and Other Recycled Plastic and Rubber Products, or FAC66, Landscaping and Outdoor Application Products. FAC54 and FAC66 will be replaced through a separate solicitation (FAC79) prior to January 31, 2013.

While payment for landscaping, outdoor application, deicing and other materials related to services being provided is allowed under the contract, these materials must be purchased exclusively for the installation, application or other use in the course of performing the services purchased under this contract.

This contract will not be the exclusive way to procure Category 1 and Category 2 services for small residential facilities under five dwelling units operated by Commonwealth Departments. In addition to using this contract, Commonwealth Departments may issue their own solicitations in order to obtain services for such facilities. The SSST reserves the right to revise

the definition of small residential facilities during the life of the contract.

Benefits and Cost Savings

- **Contractor Competition** – The contract provides access to a wide range of contractors and services and enables users to obtain quotes and negotiate competitive rates.
- **Bidder Qualification** – The Strategic Sourcing Services Team (SSST) reviewed each bidder's qualifications to provide services in the awarded categories. As a result, contract users are able to concentrate on the specific requirements of their projects and on negotiating the most competitive pricing.
- **Rolling Enrollment Contract** – This is a rolling enrollment contract, which means that it allows the SSST to accept and evaluate responses, and add new contractors on a rolling basis as responses arrive. This approach provides the SSST the flexibility to address service availability and competition issues on a statewide and regional basis throughout the life of the contract. Eligible Entities are encouraged to inform local service providers about this opportunity to become a statewide contractor.

Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities:

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Eligible Entities and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

Pricing and Purchase Options

Purchase Options: The acquisition method for this contract is fee for service.

Pricing and buying details: Service pricing for each facility or project is established based on the contractors' responses to requests for quotes issued by Eligible Entities.

Quotes: Eligible Entities must solicit quotes from at least three (3) contractors to determine which contractor can provide the best value for each service or project. The minimum requirement is that Eligible Entities *contact* the three contractors for quotes; you are not required to receive responses from all three contacted contractors.

Eligible Entities will determine the format in which quotations for their specific project will be collected, including but not limited to: service rates; project totals; separate rates for specific deliverables; and others.

Contractors are expected to adhere to the following quotation process, unless the Eligible Entity requests a different process:

- Contractors must respond to a service call by an Eligible Entity within 24 hours.
- Contractors must be available for a site visit, at **no cost** to the Eligible Entity, within 48 hours of the service call.
- Contractors must, at no cost to the Eligible Entity, provide a quote to the Eligible Entity within 72 hours of the service call.

The quote selected by the Eligible Entity for award will serve as the basis for a service agreement and will establish the Eligible Entity's maximum financial obligation under the agreement. The RFR contains the following language protecting the Eligible Entity from additional charges:

No pleas of ignorance of pre-existing conditions affecting the cost or quality of service will be accepted by the Eligible Entity or the SSST as an excuse for any failure or omission on the part of the Contractor to fulfill every detail of all requirements of the documents governing the work. Contractors will not be allowed any extra compensation for additional work they may have to complete of which they should have been aware through their own surveillance prior to submitting the quote.

Negotiation: Eligible Entities may negotiate with the apparent winner(s) of the quotation process in order to enhance the value of the agreement.

Price Adjustments: In cases where the Eligible Entity's instructions, or circumstances arising in the course of performing the service, require an adjustment to the quote previously issued by the Contractor, the Eligible Entity's express approval will be required for such a change.

Additional Information

Contract Counties/Regions

Contractors offer services either on a statewide or regional basis. The list of regions for this contract is provided in Appendix B, Contract Regions. If an Eligible Entity fails to obtain sufficient quote responses or service coverage from statewide and regional contractors in its own region, the Eligible Entity at its discretion may solicit quotes from contractors awarded in contiguous regions.

Pricing for Products and Materials Incidental to the Service

Products and materials sold under this contract and used for landscaping, outdoor application, deicing and other purposes must be used exclusively for installation, application or other use in the course of performing the service under this contract. The markup over the Contractor's purchase cost of such products, if any, **may not exceed 10%**. When requested by the Eligible Entity, the Contractor must provide documentation demonstrating the product

or material costs and the markup applied, as evidence of the Contractor's compliance with this provision.

Payment of Prevailing Wages

Some of the services available under this contract may require the payment of prevailing wages pursuant to G.L. c. 149, Sections 26 through 27D (construction); Section 27F (trucks, vehicles and other equipment performing public works functions (non-construction); and 27H (state cleaning contracts). The Eligible Entity (or, for the purposes of the statute, "awarding authority") has a legal obligation to request a prevailing wage schedule from the [Department of Labor Standards \(DLS\)](http://www.mass.gov/dols) at www.mass.gov/dols.

Any Eligible Public Entity that uses the contract will be considered the "awarding authority" and must request a prevailing wage schedule at the time of the engagement of the contractor for specific services or projects. In addition, contractors must agree to comply with the Prevailing Wage Law, as administered by the DLS.

Questions regarding the Prevailing Wage Law may be answered by accessing the [DLS Website](http://www.mass.gov/dols) at www.mass.gov/dols or by calling the DLS Prevailing Wage Program at (617) 626-6953.

Travel Time, Travel Expenses and Other Business Expenses

- **Expenses and travel associated with providing a quote.** All quotes provided under this contract are free of charge to the Eligible Entities. Consequently, Contractors may not charge Eligible Entities for expenses and travel associated with providing quotes for services.
- **Travel time to project site.** Contractors may charge for travel time from the Bidder's company location or the employee's residence, whichever is closer, to the project site only if the Contractor has a policy of paying employees for such travel. Travel charges, if any, must be included in the service and project quotes. Upon request, Contractors are required to submit payroll records showing that employees were paid for travel if the Eligible Entity was billed for it. This contract will not include any travel-time minimums or mobilization charges, so such charges may not be included in service and project quotes.
- **Reimbursable Expenses.** In rare situations, such as emergencies that require Contractor staff to stay at a remote location for an extended period of time, Eligible Entities may choose to reimburse the Contractor's expenses. Such reimbursement may only take place with prior authorization from the Eligible Entity but in no case will the amount be more than that allowed for Commonwealth of Massachusetts employees (search for the term "Red Book" on [Massachusetts Human Resources Division Website](http://mass.gov/hrd) at mass.gov/hrd) or equivalent publication applicable to Eligible Entities that are not Commonwealth departments.

Summary of Contractor Qualifications

The following is a summary of contractor qualifications that have been reviewed prior to awarding each contractor. The complete description of qualifications and specifications for all contractors and those for specific categories is provided in the Request for Response

(RFR) document FAC77, posted under the “Forms & Terms” tab of this contract on Comm-PASS.

| Reviewed Group | Qualifications Reviewed |
|--|---|
| All Contractors | <ul style="list-style-type: none"> • Company experience (at least 3 years in business) • Description of technical qualifications and service experience. • Insurance levels (workers’ compensation, general liability, motor vehicle liability). • History of past performance and/or references. • Supplier Diversity Program (SDP) Plan. • Prompt payment discount. |
| Category 3 - Catch Basin Cleaning | <ul style="list-style-type: none"> • Information on disposal practices for materials removed from catch basins. |
| Category 4 - Tree Trimming and Removal | <ul style="list-style-type: none"> • Work performance and supervision (ability to provide a Massachusetts or ISA Certified Arborist to supervise work) • Asian Longhorned Beetle (ALB) Training (required for all statewide and Region 1 & 5 contractors prior to award, and for all contractors within six months after award). |
| Category 5 - Invasive Plant Control | <ul style="list-style-type: none"> • Licensing (Commercial Applicator “Core” Licenses or Commercial Certification numbers). • Certification for Right-of-Way spraying. • Warnings, penalties and fines. • Information on remedial and disposal practices for contaminated materials. |
| Category 6 - Turf and Landscape Integrated Pest Management | <ul style="list-style-type: none"> • Licensing (Commercial Applicator “Core” Licenses or Commercial Certification numbers). • Certification for Right-of-Way spraying. • Availability of IPM training for Eligible Entities • Work performance and supervision (ability to provide a Massachusetts or ISA Certified Arborist to supervise work) • Access to an entomologist or life scientist for pest identification. • [Optional] Licensing for problem animal removal and/or bird control. |

Eligible Entities may choose to ask for evidence of compliance with these qualifications (e.g. copies of pesticide applicator licenses for specific individuals involved in a project) and include additional qualifications and specifications into scopes of work, requests for quotes and service agreements. It is strongly recommended that Eligible Entities inform Contractors of all the qualifications and specifications required for the service or project being quoted in advance of the deadline for quotes.

Strategic Sourcing Services Team Members

| Name | Department |
|------------------|---|
| George Batchelor | MassDOT |
| Marcia Deegler | Operational Services Division |
| Roger Gauthier | Department of Public Health |
| Joseph Hogan | Department of Youth Services |
| Cathy Hursty | Department of Developmental Services |
| Ann McGovern | MassDEP |
| Tara Mitchell | MassDOT |
| Dave O'Neill | Department of Conservation and Recreation |
| Silvio Petraglia | MassDOT |
| Donald Staffiere | Department of Correction |

Summary of Where to Obtain Important Contract Information

To obtain in depth contract information please go to the [Comm-PASS website](#), click on “Contracts” then search by document number FAC77 to locate the following contract information under the “Forms & Terms” tab:

- **Contract User Guide** – the latest version of this document
- **Request for Response (RFR) FAC77** – the original solicitation document containing complete service specifications for this contract.
- **Purchase Order Form for Cities and Towns** – a form designed to help Eligible Entities document their service relationships with Contractors.
- **Contractors, Regions, and Pricing** – a spreadsheet with Contractor contact information, awarded categories and regions, and pricing information.

Appendix A - Contract Regions

| Region 1 | Region 2 | Region 3 | Region 4 | Region 5 | Region 5 | Region 6 | Region 7 | Region 8 | Region 9 |
|--|---|--|--|--|---|---|--|--|--|
| ARLINGTON BELMONT BOSTON BRAINTREE BROOKLINE BURLINGTON CAMBRIDGE CANTON CHELSEA COHASSET DEDHAM DOVER EVERETT HINGHAM HOLBROOK HULL LEXINGTON LINCOLN MALDEN MEDFORD MELROSE MILTON NEEDHAM NEWTON NORWOOD QUINCY RANDOLPH REVERE SAUGUS SOMERVILLE STONEHAM WAKEFIELD WALTHAM WATERTOWN WELLESLEY WESTON WESTWOOD WEYMOUTH WILMINGTON WINCHESTER WINTHROP WOBBURN | AMESBURY ANDOVER BEVERLY BOXFORD DANVERS DRACUT ESSEX GEORGETOWN GLOUCESTER GROVELAND HAMILTON HAVERHILL IPSWICH LAWRENCE LOWELL LYNN LYNNFIELD MANCHESTER MARBLEHEAD MERRIMAC METHUEN MIDDLETON NAHANT NEWBURY NEWBURYPORT NORTH ANDOVER NORTH READING PEABODY READING ROCKPORT ROWLEY SALEM SALISBURY SWAMPSCOTT TEWKSBURY TOPSFIELD WENHAM WEST NEWBURY | ABINGTON ACUSHNET ATTLEBORO AVON BERKLEY BRIDGEWATER BROCKTON CARVER DARTMOUTH DIGHTON DUXBURY EAST BRIDGEWATER EASTON FAIRHAVEN FALL RIVER FOXBOROUGH FREETOWN HALIFAX HANOVER HANSON KINGSTON LAKEVILLE MANSFIELD MARION MARSHFIELD MATTAPOISETT MEDFIELD MIDDLEBOROUGH NEW BEDFORD NORFOLK NORTH ATTLEBOROUGH NORTON NORWELL PEMBROKE PLAINVILLE PLYMOUTH PLYMPTON RAYNHAM REHOBOTH ROCHESTER ROCKLAND SCITUATE SEEKONK SHARON SOMERSET STOUGHTON SWANSEA TAUNTON WALPOLE WAREHAM WEST BRIDGEWATER WESTPORT WHITMAN WRENTHAM | BARNSTABLE BOURNE BREWSTER CHATHAM DENNIS EASTHAM FALMOUTH GOSNOLD HARWICH MASHPEE ORLEANS PROVINCETOWN SANDWICH TRURO WELLFLEET YARMOUTH | ACTON ASHLAND AUBURN AYER BARRE BEDFORD BELLINGHAM BERLIN BILLERICA BLACKSTONE BOLTON BOXBOROUGH BOYLSTON BROOKFIELD CARLISLE CHARLTON CHELMSFORD CLINTON CONCORD DOUGLAS DUDLEY DUNSTABLE EAST BROOKFIELD FRAMINGHAM FRANKLIN GRAFTON GROTON HARDWICK HARVARD HOLDEN HOLLISTON HOPEDALE HOPKINTON HUBBARDSTON HUDSON LANCASTER LEICESTER LITTLETON MARLBOROUGH MAYNARD MEDWAY MENDON MILFORD MILLBURY MILLIS MILLVILLE NATICK NEW BRAINTREE NORTH BROOKFIELD NORTHBOROUGH NORTHBRIDGE | OAKHAM OXFORD PAXTON PEPPERELL PETERSHAM PRINCETON RUTLAND SHERBORN SHIRLEY SHREWSBURY SOUTHBOROUGH SOUTHBRIDGE SPENCER STERLING STOW STURBRIDGE SUDBURY SUTTON TYNGSBOROUGH UPTON UXBRIDGE WARREN WAYLAND WEBSTER WEST BOYLSTON WEST BROOKFIELD WESTBOROUGH WESTFORD WORCESTER | ASHBURNHAM ASHBY ATHOL BERNARDSTON BUCKLAND CHARLEMONT COLRAIN DEERFIELD ERVING FITCHBURG GARDNER GILL GREENFIELD HAWLEY HEATH LEOMINSTER LEVERETT LEYDEN LUNENBURG MONTAGUE NEW SALEM NORTHFIELD ORANGE PELHAM PHILLIPSTON ROWE ROYALSTON SHELburne SHUTESBURY SUNDERLAND TEMPLETON TOWNSEND WARWICK WENDELL WESTMINSTER WINCHENDON | AGAWAM AMHERST ASHFIELD BELCHERTOWN BLANDFORD BRIMFIELD CHESTER CHESTERFIELD CHICOPEE CONWAY CUMMINGTON EAST LONGMEADOW EASTHAMPTON GOSHEN GRANBY GRANVILLE HADLEY HAMPDEN HATFIELD HOLLAND HOLYOKE HUNTINGTON LONGMEADOW LUDLOW MIDDLEFIELD MONSON MONTGOMERY NORTHAMPTON PALMER PLAINFIELD RUSSELL SOUTH HADLEY SOUTHAMPTON SOUTHWICK SPRINGFIELD TOLLAND WALES WARE WEST SPRINGFIELD WESTFIELD WESTHAMPTON WHATELY WILBRAHAM WILLIAMSBURG WORTHINGTON | ADAMS ALFORD BECKET CHESHIRE CLARKSBURG DALTON EGREMONT FLORIDA GREAT BARRINGTON HANCOCK HINSDALE LANESBOROUGH LEE LENOX MONROE MONTEREY MOUNT WASHINGTON NEW ASHFORD NEW MARLBOROUGH NORTH ADAMS OTIS PERU PITTSFIELD RICHMOND SANDISFIELD SAVOY SHEFFIELD STOCKBRIDGE TYRINGHAM WASHINGTON WEST STOCKBRIDGE WILLIAMSTOWN WINDSOR | AQUINNAH CHILMARK EDGARTOWN NANTUCKET OAK BLUFFS TISBURY WEST TISBURY OTHER ISLAND COMMUNITIES |